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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

A.L.,
Plaintiff,
v.
LELAND DUDEK,
Defendant.

Case No. 21-cv-06624-VKD

**ORDER GRANTING MOTION FOR
ATTORNEYS' FEES**

Re: Dkt. No. 21

I. BACKGROUND

Plaintiff A.L. filed this action for review of an unfavorable decision by the Commissioner of Social Security (“Commissioner”).¹ After the parties stipulated to a voluntary remand, the Court remanded the matter and entered judgment for A.L. Dkt. Nos. 16-18. The Court subsequently granted the parties’ stipulation to award attorneys’ fees in the amount of \$9,000 to A.L.’s counsel, Katherine Siegfried, pursuant to the Equal Access to Justice Act (“EAJA”). Dkt. No. 20. In March 2025, following remand, the Commissioner issued a favorable decision awarding A.L. past-due benefits in the amount of \$184,176. Dkt. No. 21-6; *see also* Dkt. No. 21-2 ¶ 6; Dkt. No. 21-3 ¶ 4.

Ms. Siegfried now moves for attorneys’ fees pursuant to 42 U.S.C. § 406(b). Dkt. No. 21. She seeks an award of \$37,844 pursuant to a contingency fee agreement with A.L. That agreement provides that if A.L. is successful following an appeal, then A.L. “agree[d] that the fee

¹ Leland Dudek, the Acting Commissioner of the Social Security Administration, is substituted for his predecessor pursuant to Federal Rule of Civil Procedure 25(d).

1 for any appellate work will be up to twenty-five percent (25%) of all back benefits awarded in
2 [his] case.” Dkt. No. 21-5; *see also* Dkt. No. 21-2 ¶ 4. Ms. Siegfried states that she will reimburse
3 A.L. for the previous \$9,000 EAJA fee award, leaving a net fee award of \$28,844. Dkt. No. 21-2;
4 *see also* Dkt. No. 21-3 ¶ 9.

5 Ms. Siegfried avers that she served A.L. with a copy of the present motion for fees and her
6 accompanying declaration electronically and by U.S. mail. Dkt. no. 21-2 ¶¶ 9-10. Ms. Siegfried
7 has also submitted a declaration from A.L. supporting her fees motion. *See* Dkt. No. 21-3. The
8 Court has received no objection from A.L. The Commissioner filed a response, taking no position
9 on Ms. Siegfried’s fees motion. Dkt. No. 23. The motion is deemed suitable for determination
10 without oral argument. Civil L.R. 7-1(b). Upon consideration of the moving and responding
11 papers, the Court grants Ms. Siegfried’s motion.

12 II. DISCUSSION

13 When a court renders judgment favorable to a claimant represented by an attorney, “the
14 court may determine and allow as part of its judgment a reasonable fee for such representation, not
15 in excess of 25 percent of the total of the past-due benefits to which the claimant is entitled by
16 reason of such judgment[.]” 42 U.S.C. § 406(b)(1)(A). A court may award such fees even if the
17 court’s judgment did not immediately result in an award of past-due benefits. *Butler v. Colvin*,
18 No. 3:14-cv-02050-LB, 2017 WL 446290, at *1 (N.D. Cal. Feb. 2, 2017). Although a district
19 court may award fees under both the EAJA and § 406(b), “the claimant’s attorney must refund to
20 the claimant the amount of the smaller fee.” *Crawford v. Astrue*, 586 F.3d 1142, 1144 n.3 (9th
21 Cir. 2009) (quoting *Gisbrecht v. Barnhart*, 535 U.S. 789, 796 (2002)).

22 Section 406(b) “does not displace contingent-fee agreements as the primary means by
23 which fees are set for successfully representing Social Security benefits claimants in court.”
24 *Gisbrecht*, 535 U.S. at 807. “Rather, § 406(b) calls for court review of such arrangements as an
25 independent check, to assure that they yield reasonable results in particular cases.” *Id.* “The
26 statute does not specify how courts should determine whether a requested fee is reasonable” and
27 “provides only that the fee must not exceed 25% of the past-due benefits awarded.” *Crawford*,
28 586 F.3d at 1148; *see also Gisbrecht*, 535 U.S. at 807 (“Congress has provided one boundary line:

1 Agreements are unenforceable to the extent that they provide for fees exceeding 25 percent of the
2 past-due benefits.”). The attorney seeking fees must show that the fees sought are reasonable for
3 the services rendered. *Gisbrecht*, 535 U.S. at 807.

4 In determining a reasonable fee award under § 406(b), courts “must respect ‘the primacy of
5 lawful attorney-client fee agreements,’ . . . ‘looking first to the contingent fee agreement, then
6 testing it for reasonableness.’” *Crawford*, 586 F.3d at 1148 (quoting *Gisbrecht*, 535 U.S. at 793,
7 808). In this context, reasonableness does not depend on lodestar calculations, but upon “the
8 character of the representation and the results the representative achieved.” *Gisbrecht*, 535 U.S. at
9 808. Fees resulting from a contingent fee agreement are unreasonable and subject to reduction by
10 the court “if the attorney provided substandard representation or engaged in dilatory conduct in
11 order to increase the accrued amount of past-due benefits, or if the ‘benefits are large in
12 comparison to the amount of time counsel spent on the case.’” *Crawford*, 586 F.3d at 1148
13 (quoting *Gisbrecht*, 535 U.S. at 808). Although the Supreme Court has “flatly rejected [a] lodestar
14 approach,” *id.*, a court may require, “not as a basis for satellite litigation, but as an aid to the
15 court’s assessment of the reasonableness of the fee yielded by the fee agreement,” submission of
16 the requesting attorney’s records of the hours worked and normal hourly billing rate for non-
17 contingent fee cases. *Gisbrecht*, 535 U.S. at 808.

18 Ms. Siegfried has demonstrated that the requested fees are reasonable for the services
19 rendered. Her contingency fee agreement with A.L. provides for fees within the 25% limit
20 imposed by § 406(b). Dkt. No. 21-5. Ms. Siegfried is seeking fees in an amount less than 25% of
21 A.L.’s past-due benefits award. She successfully pursued A.L.’s appeal in this Court, and
22 obtained a favorable result in which A.L. received substantial past-due benefits. Dkt. Nos. 21-6;
23 *see also* Dkt. No. 21-2 ¶ 6; Dkt. No. 21-3 ¶ 4. Nothing in the record suggests that Ms. Siegfried’s
24 performance was substandard, or that she engaged in dilatory conduct in order to increase the
25 amount of fees to be awarded. The Court finds no instances of undue delay.

26 Ms. Siegfried’s time records, which the Court has reviewed as an aid to the assessment of
27 the reasonableness of the requested fee, indicate that she spent 43.9 hours working on the present
28 appeal. *See* Dkt. No. 21-4. Although those records result in a higher hourly rate than the \$500

1 hourly rate Ms. Siegfried says she currently charges for non-contingency/non-Social Security
2 matters, as discussed above, *Gisbrecht* and *Crawford* make clear that a lodestar analysis does not
3 drive the evaluation of fees under § 406(b). *See Gisbrecht*, 535 U.S. at 806; *Crawford*, 586 F.3d
4 at 1149. Moreover, the Court recognizes that Ms. Siegfried assumed a risk of not recovering fees
5 by representing A.L. on a contingency basis since June 2021. *See* Dkt. No. 21-5. There is no
6 indication that at that time, Ms. Siegfried could have known that A.L. would obtain a stipulation
7 and order remanding the case for further proceedings and that, years later, the agency ultimately
8 would find that A.L. was entitled to past-due benefits.

9 Accordingly, the Court finds that the requested fees are reasonable.

10 **III. CONCLUSION**

11 Based on the foregoing, Ms. Siegfried's motion for fees pursuant to 42 U.S.C. § 406(b) is
12 granted. The Court awards \$37,844 in fees to Ms. Siegfried. Ms. Siegfried shall refund to A.L.
13 \$9,000 in EAJA fees previously awarded.

14 **IT IS SO ORDERED.**

15 Dated: May 5, 2025

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18 Virginia K. DeMarchi
United States Magistrate Judge